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CORRECTIONAL COMMUNICATIONS SERVICE AGREEMENT

This telephone service "Shared Revenue" Agreement is entered into, by and between **Washington County Sheriff's Office**, located at 1155 W. Clydesdale Drive, Fayetteville, Arkansas 72701, herein known as the "Customer" and **Correct Solutions, LLC**, located at 182 Bastille Lane, Ruston Louisiana 71270, herein known as "CSG".

WHEREAS, CSG is engaged in the business of providing certain telecommunications equipment and charge-for-call telephones and services, and providing automated-operator assisted station-to-station or person-to-person collect telephone calls, and;

WHEREAS, Customer has full operating and management responsibility for the detention facility, jail, or prison, herein known as the Facility, and with respect to those premises so noted, wishes to establish an inmate telephone vending arrangement as described herein:

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and agreements contained herein and other good and valuable considerations, do hereby agree as follows:

1. Customer hereby grants CSG an exclusive license to install and operate pay for call telecommunications equipment and phones at the Facility, or any affiliated Facilities, for the purposes of installing and operating such equipment.
2. CSG shall have the exclusive right to obtain usage and billing information, order, connect or disconnect inmate telephone services, select carriers, purchase available public utility equipment, handle all billing and payments. CSG shall be responsible for the payment of all charges in connection with the inmate telephones and processing of all calls and will be responsible for any bad debit and associated unbillables.
3. CSG shall install and maintain the inmate telephones in good working order. CSG will agree to have Technicians dispatched on an agreed upon scheduled basis to keep all inmate telephones in good working order.
 - a. CSG shall install 75 (seventy-five) inmate phones in inmate housing area
4. Customer further agrees to allow CSG to install a Lobby Kiosk in the Facility to accept phone payments from friends and family, at no cost to Washington County Sheriff's Office.

CSG will assess the following fees for Kiosk transactions:
\$3.00 per cash transaction, \$0 - \$100 and
\$9.95 for all Credit Card transactions with cap limit of \$100 per transaction.
All funds mailed direct, via Money Order, to CSG will have NO FEE assessed.
- ✓ 5. CSG shall provide the Customer with \$10,000 annual fee for VuGate video visitation maintenance and support.

CONTRACT

2014-327



6. CSG shall provide Customer with value-added features discussed in proposal including: PIN interface with M&M Software for active PIN push and deactivation, Offender voice mail at \$1.00 per message, of which Washington County will receive 50% (*fifty percent*) and activation of investigator/web administration for system access.
7. CSG shall be responsible for the managing of all call detail records for the system, including but not limited to: the rating of each record in accord with rates, terms and conditions, for providing intraLATA, interLATA, and interstate telecommunications services as filed with the Public Service Commission, for the blocking and unblocking of user billing numbers, and preparation and processing all qualifying message records for billing and collection of revenue. All call detail records and recordings will be maintained for Customer by CSG for the duration of the term of this contract, plus an additional 2 years after the term.
8. In consideration for this exclusive license and lease agreement CSG shall pay **Washington County** a Commission Fee of **73% (Seventy-Three Percent)** of the Total Gross Revenue for all completed calls regardless of call type with exception to Interstate Calls due to FCC ruling.

 Phone Rates will be as follows for the call types below:
 Local calls - \$5.00 flat rate;
 Interlata and intralata calls - \$5.00 flat rate;
 Interstate calls - \$3.15 flat rate for Pre-paid, \$3.75 flat rate for Collect (*according to FCC ruling/rate change*)
9. CSG shall provide Customer with a monthly commission report that details all call types, call volumes, and call rates. All rates and charges under this agreement shall conform to the Public Service Commission regulations of Arkansas. On-line Revenue reports will be available to Customer at any time.
10. Legal title to all telephones and installed equipment shall remain vested with CSG. Customer shall not remove or relocate the installed equipment without CSG's express consent. Relocation at Customer's request shall be at Customer's expense. CSG is to accept no liability for holes in walls, floors, or other surfaces that result from the installation or removal of the equipment. Upon termination of this agreement, CSG shall be responsible only for the removal of the equipment. Customer shall restore the premises to their original condition. CSG shall not be responsible for damage to the premises that occur due to vandalism. CSG shall indemnify, defend and hold Customer harmless from any liability in connection with the placement, maintenance, or usage of the telephone equipment.
11. Customer hereby represents that the Facility is owned and/or exclusively operated by the Customer and Customer is authorized to enter into this agreement with respect to the Facility, and that the undersigned is authorized to bind the Facility to this agreement.



12. If legal enforcement of the terms of this agreement is necessary, the prevailing party shall be entitled to reasonable attorney's fees and costs. CSG and the Customer mutually agree to cooperate to the fullest extent possible and the best of each party's ability to facilitate the provisioning of terms and services described herein.
13. This agreement shall be deemed to be a contract made under the laws of the State of Arkansas and the interpretation and performance of the agreement shall be governed by all applicable State laws, and shall be binding upon the parties hereto, their successors, and assignees. CSG may assign this agreement to any other competent person or entity capable of performance with written consent of the Customer.
14. The Term of this agreement shall be for 12 calendar months starting when CSG platform is installed and first call is successful. This agreement will automatically renew for 12 additional months unless either party notifies the other in writing of its intent to terminate this agreement at least 90 (Ninety) days prior to the final date of expiration. Upon termination of this agreement, each party agrees to satisfy any and all of its outstanding obligations arising under this agreement.
15. This is the entire agreement between the parties; there are no oral arrangements of any kind; any future modifications to this agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF, CSG and Customer have executed this Agreement as of the date and year first set forth below.

Correct Solutions, LLC
182 Bastille Lane
Ruston, LA 71270

Washington County Sheriffs Office
1155 West Clydesdale Drive
Fayetteville, AR 72701

By: Patrick H. Temple
Name: Patrick H Temple
Title: Managing Member
Date: 10/8/14, 2014

By: Marilyn Edwards
Name: Honorable Judge Marilyn Edwards
Title: Washington County Judge
Date: 9/25/2014, 2014

J. H. Haden JM
9-19-14